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(End of clause)

3052.228-92 Fair market value of aircraft (USCG).

As prescribed in USCG guidance at (HSAR) 48 CFR 3028.306-90(a) and (c), insert the following clause:

FAIR MARKET VALUE OF AIRCRAFT (DEC 2003)

For purposes of the clause entitled "Loss of or Damage to Leased Aircraft," the fair market value of the aircraft to be used in the performance of this contract shall be the lesser of the two values set out in paragraphs (a) and (b) below:

(a) \$ ____; or

(b) If the contractor has insured the same aircraft against loss or destruction in connection with other operations, the amount of such insurance coverage on the date of the loss or damage for which the Government may be responsible under this contract.

(End of clause)

3052.228-93 Risk and indemnities (USCG).

As prescribed in USCG guidance at (HSAR) 48 CFR 3028.306-90(a) and (d), insert the following clause:

RISK AND INDEMNITIES (DEC 2003)

The Contractor hereby agrees to indemnify and hold harmless the Government, its officers and employees from and against all claims, demands, damages, liabilities, losses, suits and judgments (including all costs and expenses incident thereto) which may be suffered by, accrue against, be charged to or recoverable from the Government, its officers and employees by reason of injury to or death of any person other than officers, agents, or employees of the Government or by reason of damage to property of others of whatsoever kind (other than the property of the Government, its officers, agents or employees) arising out of the operation of the aircraft. In the event the Contractor holds or obtains insurance in support of this covenant, evidence of insurance shall be delivered to the Contracting Officer.

(End of clause)

3052.231-70 Precontract costs.

As prescribed in (HSAR) 48 CFR 3031.205-32, insert the following clause:

PRECONTRACT COSTS (DEC 2003)

The Contractor shall be entitled to reimbursement for pre-contract costs incurred on or after ____ in an amount not to exceed \$ ____ that, if incurred after this contract

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had been entered into, would have been reimbursable under this contract.

(End of clause)

3052.236-70 Special precautions for work at operating airports.

As prescribed in (HSAR) 48 CFR 3036.570, insert the following clause:

SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (DEC 2003)

(a) When work is to be performed at an operating airport, the Contractor must arrange its work schedule so as not to interfere with flight operations. Such operations will take precedence over construction convenience. Any operations of the Contractor which would otherwise interfere with or endanger the operations of aircraft shall be performed only at times and in the manner directed by the Contracting Officer. The Government will make every effort to reduce the disruption of the Contractor's operation.

(b) Unless otherwise specified by local regulations, all areas in which construction operations are underway shall be marked by yellow flags during daylight hours and by red lights at other times. The red lights along the edge of the construction areas within the existing aprons shall be the electric type of not less than 100 watts intensity placed and supported as required. All other construction markings on roads and adjacent parking lots may be either electric or battery type lights. These lights and flags shall be placed so as to outline the construction areas and the distance between any two flags or lights shall not be greater than 25 feet. The Contractor shall provide adequate watch to maintain the lights in working condition at all times other than daylight hours. The hour of beginning and the hour of ending of daylight will be determined by the Contracting Officer.

(c) All equipment and material in the construction areas or when moved outside the construction area shall be marked with airport safety flags during the day and when directed by the Contracting Officer, with red obstruction lights at nights. All equipment operating on the apron, taxiway, runway, and intermediate areas after darkness hours shall have clearance lights in conformance with instructions from the Contracting Officer. No construction equipment shall operate within 50 feet of aircraft undergoing fuel operations. Open flames are not allowed on the ramp except at times authorized by the Contracting Officer.

(d) Trucks and other motorized equipment entering the airport or construction area shall do so only over routes determined by the Contracting Officer. Use of runways, aprons, taxiways, or parking areas as truck or equipment routes will not be permitted

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unless specifically authorized for such use. Flag personnel shall be furnished by the Contractor at points on apron and taxiway for safe guidance of its equipment over these areas to assure right of way to aircraft. Areas and routes used during the contract must be returned to their original condition by the Contractor. Airport management shall establish the maximum speed allowed at the airport. Vehicles shall be operated so as to be under safe control at all times, weather and traffic conditions considered. Vehicles must be equipped with head and taillights during the hours of darkness.

(End of clause)

3052.237-70 Qualifications of contractor employees.

As prescribed in (HSAR) 48 CFR 3037.110-70(a), insert the following clause:

QUALIFICATIONS OF CONTRACTOR EMPLOYEES (DEC 2003)

(a) "Sensitive Information" is any information or proprietary data which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

(b) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.

(d) The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

(e) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151. An alien authorized to work shall present evidence from the Bureau of Citizenship and Immigration Services that employment will not affect his or her immigration status.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

3052.237-71 Information technology systems access for contractors.

As prescribed in (HSAR) 48 CFR 3037.110-70(a) and (b), insert a clause substantially as follows. The contracting officer may specify additional IT security requirements unique to an OE.

INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS (DEC 2003)

(a) No contractor personnel shall start work under this contract that involves actual or potential access to sensitive information until (1) approved for access, (2) they have received a security briefing, or current refresher, about Information Technology (IT) security, from the appropriate Organizational Element (OE) Information Systems Security Officer (ISSO); and (3) have signed a non-disclosure agreement form. This user security agreement is provided as an Attachment to this solicitation. By signing the user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all DHS OE information technology resources and information related thereto. The Contracting Officer Technical Representative (COTR) for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the non-disclosure documents signed and submitted by the contractor employees as well evidence of security training.

(b) The contractor shall have access only to those areas of DHS OE information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Information technology assets includes computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and Internet sites. Any attempts by contractor personnel to gain access to any information technology resources not expressly